

1894

**AGREEMENT**

between

City of Linden

And

**PUBLIC EMPLOYEES SERVICE UNION LOCAL 702**

**TRANSPORTATION & PARKING**

January 1, 1995 through December 31, 1997

REC'D  
CITY CLERK'S OFFICE

## PREAMBLE

This Agreement is made effective the first day of January 1995, between the City of Linden (hereinafter referred to as "City"), a Municipal Corporation, situated in the County of Union, and State of New Jersey, and Public Employees Service Union Local 702 (hereinafter referred to as the "Union"), represents the complete and final understanding of all bargainable issues between the City and the Union.

## ARTICLE I

### RECOGNITION

A. The City hereby recognizes the Union as the exclusive representative within the meaning of N.J.S.A. 34:13A-1.1, et seq., as amended, for all full-time employees and permanent part-time employees who work twenty (20) or more hours per week in the Department of Transportation and Parking in the titles of Traffic Maintenance Worker, Parking Meter Collector/Repairer, Laborer, Senior Traffic Maintenance Worker.

B. The term 'employee' as used herein shall be defined to include the plural as well as the singular and to include females as well as males.

4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause.
6. To lay-off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient or for other legitimate reasons (s).
7. The City reserves the right with regard to all other conditions employment, specifically not reserved, to make changes as are necessary or desirable for the efficient and effective operation of the City.

B. In the exercise of the foregoing rights, responsibilities, duties, authority and powers of the City, the adoption of policies, practices, rules and regulations and the furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms conform with the laws and Constitution of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

**B. Definition**

The term "grievance" as used herein means the interpretation, application or violation of this Agreement and may be raised by an individual, the Union or on behalf of an individual or individuals, or the City. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder, shall be pursuant to the grievance and arbitration procedure.

**C. Steps of the Grievance Procedure**

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

**Step One**

An aggrieved employee or employees of the City shall institute action in writing under the provisions hereof within ten (10) calendar days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to file a grievance within ten (10) calendar days shall constitute an abandonment of the grievance. The supervisor shall render a decision within ten (10) calendar days after the receipt of the grievance, or at such other time as is mutually agreed.

Public Employment Relations Commission within fifteen (15) days after receipt of the Department Head's answer at Step Two.

- (1) The arbitrator shall be selected in accordance with the rules and regulation of the Public Employment Relations Commission.
- (2) The arbitrator shall conduct a hearing and shall render his decision in writing with finding of fact and conclusions.
- (3) The arbitrator shall not add to, subtract from, modify or amend this Agreement in any way.
- (4) Only one (1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise.
- (5) The cost of the arbitrator will be borne equally by the Union and the City and all other expenses incurred by either side, including the presentation of witnesses, will be borne by the side incurring same.

## ARTICLE V

### WAGES

A. Employees covered by this Agreement will receive a three and one-half (3½) percent increase for 1995, three and one-half (3½) percent increase for 1996 and a three and one half (3½) percent increase for 1997.

B. The Salary Schedules on pages 8 and 9 represents the salary guide for all employees covered by this agreement.

**SALARY SCHEDULE TIER 2**  
**JANUARY 1, 1995 THROUGH DECEMBER 31, 1997**  
**EMPLOYEES HIRED AFTER JANUARY 1, 1995**

<u>JOB TITLE</u>	<u>YEAR</u>	<u>1ST</u>	<u>2ND</u>	<u>3RD</u>
Laborer	1995	10.00	11.00	12.00
	1996	10.00	11.00	12.00
	1997	10.00	11.00	12.00
Traffic Maintenance Worker	1995	11.00	12.00	13.00
	1996	11.00	12.00	13.00
	1997	11.00	12.00	13.00
Parking Meter Collector/Repairer	1995	13.00	14.00	15.00
	1996	13.00	14.00	15.00
	1997	13.00	14.00	15.00
Senior Traffic Maintenance Worker	1995	12.00	13.00	14.00
	1996	12.00	13.00	14.00
	1997	12.00	13.00	14.00

Individuals receive a percentage raise only after they have attained their maximum in title.

**ARTICLE VI**  
**HOURS OF WORK AND OVERTIME**

A. The work week shall consist of five (5) consecutive days, Monday through Friday inclusive. The work "day" shall be eight (8) hours exclusive of lunch.

#### 14. Christmas Day

(\* employees who work this skeleton day will have the following Monday as a Holiday.)

**B.** December 25 and January 1 - Both these dates occur on a Saturday, City Hall will be closed on the Preceding Friday, that is on Christmas Eve day and New Year's Eve day.

**C.** If a holiday falls on a Saturday, it shall be observed on the preceding Friday; if a holiday falls on a Sunday, it shall be observed on the following Monday. The Monday Holiday Law will be observed for all holidays so designated.

**D.** Employees shall not be entitled to holiday pay unless they work the regularly scheduled day of the work immediately preceding and immediately following the holiday, except if such employee has been excused by the City under such circumstances as approved vacation time, sick time or personal time. Employees absent from work immediately preceding or immediately following the holiday may be required to furnish a medical certificate for such absence.

**E.** In the event that a holiday recognized by this article is observed during an employee's vacation, the employee shall be entitled to an additional vacation day. In the event that a holiday recognized by this article is observed while an employee is on an extended paid sick leave, the employee shall not have that holiday charged against his sick leave.

**F.** Seasonal, temporary or permanent part-time employees are not entitled to

upon a written request prior to year end, and with the approval of the Department Head and City Council.

D. Any employee retiring during any year shall be entitled to pro-rated vacation benefits for the retirement year. The vacation benefit shall be utilized in the retirement year and no cash payment will be made.

E. Permanent part-time employees who are employed on a daily basis shall be eligible for vacation benefits on a prorated basis in accordance with their respective period of employment. Full-time seasonal, temporary or other part-time employees shall not be eligible for vacation benefits.

## ARTICLE IX

### SICK LEAVE

A. Sick leave is hereby defined to mean absence of an employee through sickness or injury through a degree that makes it impossible for the employee to perform the duties of the position, or who is quarantined by a physician because said employee has been exposed to a contagious disease. Permanent part-time employees shall be eligible for sick benefits on a pro-rate basis in accordance with their respective period of employment. Part-time employees and full-time seasonal employees are not eligible for sick leave.

B. Employees in their first calendar year of employment shall be entitled to one (1) day of sick leave for each month of service. All employees with more than one (1)



G. Long-term disability - In the case of a long-term personal illness during pregnancy-disability leave, employees may utilize earned leave time (sick, vacation, personal, administrative, or compensatory) but shall not be required to exhaust accrued leave before taking a leave without pay. The employee must exhaust all accrued sick leave prior to being eligible for New Jersey Temporary Disability Insurance.

H. Sell back sick leave - Any employee after accumulating thirty (30) days earned sick leave, may at his/her discretion sell back sick leave days during the period of January 1st through January 15th of the succeeding year at their prevailing salary according to the following schedule:

<u>SICK DAYS TAKEN</u>	<u>BANK</u>	<u>CASH</u>
0	10 Days	5 Days
1	10 Days	4 Days
2	10 Days	3 Days

I. For purpose of computing the value of a sick day, the employees base rate of pay is divided by 260.

## ARTICLE X

### FUNERAL LEAVE

A. In the event of a death in an employee's immediate family, namely: spouse, children, brother, sister, parents, parents-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren of the employee or spouse, the employee shall be paid in full for the time lost through the day of the funeral not to exceed three (3)

B. The City shall provide all employees and their eligible dependents with dental care plan, vision care plan and prescription drug plans. Effective January 1, 1994 the prescription co-payment shall be increased to \$0.00 for generic drugs and \$5.00 for name brand drugs. The entire cost of premiums to these benefit plans will be paid by the City.

C. The City shall provide each employee with an individual life insurance policy payable upon death in a face amount of not less than \$15,000.00 and shall further pay the premiums upon said policy and shall not cause the said policies to be encumbered in any way whatsoever.

D. The City reserves the right to change insurance carriers and/or plans or to self insure so long as substantially similar benefits are provided.

## ARTICLE XII

### SENIORITY

Seniority is defined as the employees total length of continuous service with the City, beginning with his last date of hire. Seniority is defined in this Agreement shall be utilized for the purpose of selection of vacations and in making lay-offs and recalls providing the employee has the ability to do the work.

accumulated sick time.

4. When an employee states in writing her intentions of returning to work, the Appointing Authority Assumes an obligation to reinstate the employee to the same position or to one of equal status and pay.

5. If an employee returns after extended (one year) or more maternity leave, said employee will be entitled to full benefits with full seniority rights, ninety (90) days after their return date.

**C. Military Leave**

1. Any employee who is a member of the National Guard, Naval Militia, Air National Guard, or a reserve component of any of the Armed Forces of the United States and is required to engage in field training, shall be granted leave for such training as is authorized by law. This paid leave of absence shall be in addition to his vacation up to a maximum of fifteen (15) work days per year.

2. When an employee, not on probation, has been called to active duty or inducted into the military or naval forces of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and the City shall make pension payments required during said leave. Each employee must be reinstated without loss of privileges or seniority provided he reports for duty with the City within sixty (60) days following his honorable discharge or separation from military service, and provided he has notified the City of his intent to report for duty thirty (30) days prior to his discharge from military service.

## ARTICLE XVI

### AGENCY SHOP AND DUES CHECK-OFF

#### **A. Representation Fee**

The City agrees to deduct a fair share fee from the earnings for those employees who elect not to become a member of the Union and transmit the fees to the majority representative after written notice of the amount of the fair share assessment is furnished to the City.

#### **B. Computation of Fair Share Fee**

The fair share fee for services rendered by the majority representative shall be in an amount to regular membership dues, initiation fees, and assessments of the majority representative, less the cost of benefits financed through the dues and available only to members of the majority representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership fees, dues, and assessments. Such sum representing the fair share fee shall not reflect the cost of financial support or partisan political or ideological nature only incidentally related to the terms and conditions of employment, except to the extent that it is necessary for the majority representative to engage in lobbying activities designed to foster its policy goals in collective negotiations to secure for the employees it represents advances in wages, hours, and other terms and conditions of employment in addition to those which are secured through collective negotiations with the City.

**G. Miscellaneous**

1. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon fair share information furnished by the Union or its representatives.

2. Any action engaged in by the Union, its representatives or agents, which discriminates between non-members who pay said representation fee and members with regard to the payment of such fee other than as allowed under the law shall be treated as an unfair practice.

**H. Dues Check-off**

1. The employer agrees to deduct the Union dues, in an amount certified by the Union, in twenty-six (26) equal payments from all employees who execute a written authorization in accordance with N.J.S.A. 52:14-15, 9e, the deduction shall be made each pay period. The total of such deduction, together with the form supplied by the Union, including the name of the employees from who dues have been deducted, shall be remitted to the Secretary-Treasurer, Local 702 P.E.S.U. 2175 Highway 35, Sea Girt, New Jersey 08750 by the fifteenth (15th) of each month following such deductions. Dues deductions for any employees in the bargaining unit shall be limited to the Union, the majority representative, and employees shall be eligible to withdraw such authorization only as of July 1 next succeeding the date on which notice of withdrawal is filed.

2. The Union shall indemnify, defend and save the City harmless against any and

employees of the City, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.

D. In the event of a strike, slowdown, work stoppage or other activity aforementioned, it is covenanted and agreed that participation in any such activity by any employee covered under this agreement shall entitle the City to take any disciplinary action up to and including termination of the employment of such employee or employees.

E. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity in the event of such breach by the Union or its members.

## **ARTICLE XVIII**

### **CLOTHING**

#### **A. Clothing Allowance**

Each employee shall be entitled to \$200.00 a year for the purchase of clothing.

#### **B. Clothing Maintenance**

Each employee shall be paid a twenty-five dollar (25.00) clothing maintenance allowance.

employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative; however, all other provisions shall not be affected and shall remain in full force and effect.

#### ARTICLE XXI

##### FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiate or signed this Agreement.

#### ARTICLE XXII

##### DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 1995 and shall remain in effect to and including December 31, 1997, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or other gives notice, in writing, no sooner than one hundred twenty (120) days nor later than ninety (90) days prior to the expiration of this agreement.